Agreements
Fence Viewers
Strays & Lost Goods
And Liens
& Certificate of Married Wom

SWIFT RIVER VALLEY
HISTORICAL SOCIETY, INC.
New Salem, Mass.
67.23.139

# Book of Records
# of
# Agreements. Fence. Viewers &

Commencing November 22d 1869

Stray Beasts and Lost Goods
Commencing June 1st 1875

Also
Liens

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Liens Recorded
Judson & Parker Page 13

1

Know All Men by these presents That Daniel Parker of Greenwich in the County of Hampshire and Commonwealth of Massachusetts And Asa Spooner of Greenwich aforesaid have agreed to submit all Matters of Controversy with regard to the flowing of the said flowage of the said Spooners Land by the Dam of the said Parker to the determination of Ezra Comie and Isaac Doane of Dana And Oren Trow of Hardwick all in the County of Worcester and Commonwealth aforesaid In Case Either of the Above Named Men fail from any cause to appear at the time appointed to hear the above parties any Two of them may appoint a third Man to act in the place of the Absent. the Award of Whom or the greater part of whom being made and reported within thirty days from this date to the Town Clerk of said Greenwich to be by him recorded upon the Town Book of Records the Judgment of said Referees shall be final And if Either party shall neglect to appear before the Arbitrators after due notice of the time and place appointed for hearing parties, the Arbitrators may proceed in his Absence

It is understood and agreed that the point from which said Arbitrators shall determine the Damage for flowage shall be a point Twelve Inches above the Cap of the Dam as it now is. It is further understood and agreed that said Arbitrators shall Make a permanent Bench Mark to Correspond with said point twelve Inches above the Cap of the Dam above Mentioned It is understood and agreed further that the Damage Assessed by said Arbitrators shall be by the year, to be reconed from the first Day of January A.D 1864 It is further understood and agreed that said Parker shall pay said Arbitrators for all their Charges for hearing and determing all questions which may arise at the hearing and for their travel Dated this twenty first day of Nov 1862 1866 Signed Sealed and Delivered in Presence of Charles Rutland

Daniel Parker
Asa Spooner

Stamps

We the Subscribers Referees appointed by an Agreement of Submission Dated the 21st Day of November AD 1866 having Met the parties and heard their several allegations Proofs and Arguments and duly Considered the Same do award and determine that the said Daniel Parkin Shall pay the Said Asa Spooner Twenty four Dollars Yearly and the Cost of this reference which Amounts to Nine Dollars

Dated at Greenwich this Twenty Second Day of November AD 1866

Ezra Comer
Isaac Doane
Orin Trow
} Referees

53

This Memorandum of an agreement this 18th Day of May A.D. 1868 by and between Austin Hunter and Lorenzo Davis both of Greenwich Witnesseth

That Whereas there is a division fence needed on the line that devides this fence between said Hunter and Davis from the Pond to the Road the said Hunter is to make and support thirteen Rods of fence on the End from the Pond. And said Davis is to make and support thirteen Rods of fence running East from the road it being and Equal division on said line Also one other division on the hill running west from the road one Hundred and Seventeen Rods The said Davis is to make and support Fifty Eight and a half Rods of fence from said road running West And the said Hunter is to make and support Commencing at the West End of the One Hundred and Seventeen Rods and running East Fifty Eight & a half Rods of fence to meet said Davis and this agreement being recorded in the Office of the Town Clerk of Greenwich Shall be perpetually binding upon the said Davis and Hunter of said division their heirs and assigns forever

Witness our Hands and Seal the day and year aforesaid

Witnessed in Presence
of Alfonzo Bois
Paulina Conkey

Lorenzo Davis
Austin Hunter

5 Bond to Daniel Fountallott By
Lynus William Fountallott & Ursilla J. Howe
Know all Men by these presents That
We Lynus William Fountallott & Ursilla J. Howe
of the County of Union and State of Indiana are held and
firmly bound unto Daniel Fountallott and his
wife Sarah Fountallott in the sum of Two Thousand
Dollars to be paid to the said Daniel & Sarah
their Executors, Administrators or Assigns to the which payment
well and truly to be made we bind ourselves our heirs, Executors
and administrators firmly by these presents
Witness our hands & seals this 12th day of December
in the year of our Lord one Thousand eight Hundred & seventy
The Condition of this Obligation is such, That whereas
said Daniel & Sarah Fountallott have this day given to said
Lynus William & Ursilla J. a warranty Deed of all their
real estate the value of which is estimated at about Six
Thousand Dollars for and in consideration of which said
Lynus William & Ursilla J. have agreed to support said
Daniel & Sarah Fountallott during their natural lives upon the
farm where they now live, nor to sell any part of the real estate
land & on this day in possession of until after our decease
Now therefore if said Lynus William and Ursula J. shall
well and truly a suitable support and maintainance for said
Signed and sealed this 12th Day of December in the Yr. 1870
Witness David Allen
Marshal Wheeler
Lynus Fountallott
William Fountallott
Ursilla J. Howe
A true Copy
David Allen Town Clerk

Know all men by these presents that
I Phebe M. H. Alden of Greenwich in the County
of Hampshire Wife of Allen Alden hereby
give notice that I am doing business ~~for~~ from
on my own name and in right as a feme in
buying and selling all farm products hay grain
Stock Mutony and procuring all contracts and
all other rights existing under Chapter 198 of the
acts of April 30th 1862
Greenwich July 5th 1871

Phebe M. H. Alden

Rec'd and recorded in
Greenwich July 5th at
3 Clock P.M. 1871

David Allen Town Clerk

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Commonwealth of Massachusetts
I Dolly Hay of Greenwich in said Commonwealth
Married Woman hereby Certify that the name of my husband
is Robert Hay. that I propose to do business on my separate
account — that the nature of the business proposed to be done
by me is that of Keeping a Country Store and that the place
where such business is to be done is at Greenwich Village
in the Town of Greenwich in said Commonwealth in the
store adjoining the Hotel in said Greenwich Village
In witness whereof I hereto set my hand this third day of
November A D 1875

Dolly Hay

Received and recorded this tenth Day of
November at one O'Clock & twenty Minutes P.M.
Greenwich Nov 10. 1875

David Allen Town Clerk

Memorandum of an agreement this
23d Day of May A.D. 1842 by and between John King
and Geo. S. Kelley both of Greenwich Hampshire
That the said line is a Division fence and
on the line that divides the farms between said King
and Kelley Commencing on the road leading from
Greenwich to Ware at the South East corner of a stone
and stone pile running easterly a straight line to
the second stone pile marked on the road leading to
Dana Hill - Stones northerly to white pine tree
it being on the South side of said line the said
King shall keep all and each of the repair and this
agreement shall be perpetually binding upon him
and his heirs Then the said Kelley shall support
and keep in repair the Division Commencing
at the white pine tree Northwardly to a stake
and stones Thence eastwardly to a stake and
stones Thence northwardly to a stake and stones in
the line of Hiel Hutchinson land it being a
common one half the distance The said Kelley is to make
and keep in repair and this agreement shall
be perpetually binding upon him and his heirs
The white pine tree being a marked tree.
abovenamed

John King
Geo. S. Kelley

A true Copy
David Allen
Town Clerk

Lien of John Ready (Vice) Mass Central R Road

16

Be it known that I John Ready of Greenwich in the County of Hampshire in said Commonwealth on oath certify and make known that there is now due me a debt for labor performed in constructing the Mass Central Rail Road by virtue of an agreement made and entered into by and between me the said John Ready and Alfred G Osgood of said Greenwich for whom and by whom and by whose employment said labor was performed who at the time of making said agreement and while said labor was being performed had authority from and from them rightfully acting for the owners of said Rail Road for Sixty five ¼ Days Work at Two 50/100 Dollars a day, To Wit One Hundred & Sixty three 50/100 Dollars which said Sum I hereby certify, and make known is now due me for labor for said Alfred G Osgood under said agreement to be performed on the construction of said Rail Road

Witness my hand this Seventh day of November A D 1873

John Ready

Hampshire ss. November 7th 1873

Then the above named John Ready personally appeared Subscribed and made oath to the truth of the above Certificate before me

Franklin D Richards
Justice of the Peace

Received and recorded in Greenwich this 7th day of November A D 1873

A true copy attest David Allen Town Clerk.

Lien of John Doyle (Cir) Mass Central R Road

Be it known that I John Doyle of Greenwich in the County of Hampshire in said Commonwealth on oath Certify and Make Known that there is now due me a debt for labor performed in constructing the Massachusetts Central Rail Road by virtue of an agreement made and entered into by and between me the said John Doyle and Alfred G Osgood of said Greenwich for whom and by whose Employment said Labor was performed had authority from or was then rightfully acting for the owners of said Rail Road for fifty days Work at Two 25/100 & Work One & one and Work at Two Dollars a day, to Wit) One Hundred & fifty 6/100 Dollars which said Sum I hereby Certify and make Known is now due me for labor for said Alfred G Osgood under said agreement to be performed on the Construction of said Rail Road

Witness my hand this seventh day of November AD 1873

John Doyle

Hampshire SS November 7th 1873

Then the above Named John Doyle personally appeared subscribed and made oath to the truth of the above certificate before me

Franklin D. Richards Justice of the peace

Received and recorded in Greenwich this Seventh day of November AD 1873

Above copy attest David Allen Town Clerk

Lien of William Ryan (via Mass Central R. Road.) 1 31

Be it known that I William Ryan of Greenwich in the County of Hampshire in said Commonwealth on oath do hereby certify and make known, that there is now due me a debt for labor performed in constructing the Massachusetts Central Rail Road by virtue of an agreement made and entered into by and between me the said William Ryan and Alfred Ward of said Greenwich for whom and by whose employment said labor was performed, who at the time of making said agreement and while said labor was performed had authority from or was then rightfully acting for the owners of said Rail Road for One Hundred & thirty one days work at at Two Dollars a day to wit, Two Hundred & Sixty Two Dollars which said sum I hereby certify and make known is now due me for labor for said A. Ward under said agreement to be performed on the construction of said R. Road

Witness my hand this Seventh day of November A.D. 1873

William Ryan

Hampshire ss November 7th 1873

Then the above named William Ryan personally appeared, subscribed and made oath to the truth of the above certificate before me

Franklin D. Richard Justice of the Peace

Received and recorded in Greenwich this seventh day of November A.D. 1873

a True copy attest David Allen Town Clerk

13 A Lien of Judson J Parker on Mass R Road

Know all men that I, Judson J Parker of Elmore in the County Lamoile and State of Vermont. Hereby Claim a Right of Action against the Massachusetts Central Rail Road Company a Corporation duly Established by Laws of the Commonwealth of Massachusetts for Labor performed by me in the Construction of said Massachusetts Central Rail Road in the Towns Enfield and Greenwich in the County of Hampshire and in Hardwick in the County of Worcester on the Stone Works of Culverts and Bridges on said road. The Amount of my Claim is $359.26/100 according to the Statement herein after with said Labor was performed by me for and under the Employment and direction of A. G. Osgood of said Greenwich a Subcontractor on said Rail Road and rightfully acting for said Corporation in the Construction of Said Road. I ceased work on said Railroad on the fourth day of November AD 1873 and I make this Claim for the purpose of preserving my rights under Chapter 353 of the Statutes of the Commonwealth for the year 1873

Statement of Labor performed, to Wit:—

For 76 days labor in the months of August September October and November 1873 at rate of $125.00 per month $359.26

November 11. 1873 Judson J Parker

Hampshire ss Subscribed and Sworn to before me this 11th day of November 1873

James G Allen Justice of the Peace

Rec'd and recorded in Greenwich in Book No 2 page 13 this November 12th 1873 at 2 o'clock P.M. and Examined by David Allen Town Clerk

Lien Edward Nevins on the Mass C R Co.

1/2

Know All Men That I Edward Nevins of Greenwich in the County of Hampshire and Commonwealth of Massachusetts hereby Claim a right, a right of Action against the Massachusetts Central Rail Road Company a Corporation duly Established by Law in said Commonwealth for the Sum of One Hundred and Seventy Six 62/100 ($176.62) Dollars for Labor performed by me in the Construction of said Rail Road in the Town of Enfield & Greenwich both in our County of Hampshire and Hardwick in our County of Worcester according to the Statement hereinafter written said Labor was performed under agreement with and under the Direction and Employment of C G Osgood of Greenwich in said County of Hampshire a Sub Contractor on said road and rightfully acting in behalf of said ~~Company~~ Corporation I ceased work on the 4th day of November A D 1873 I make this Statement for the purpose of preserving my rights under Chapter 353 of the Statutes of 1873

Statement

For Labor performed in August 1873, 22 days @ $2.50 - 56.87

" " " " September " 24 " " " 61.25

" " " " October " 23 " " " 51.75

" " " " Nov " 3 " @ $2.25 : 6.75

Total $176.62

Signed Edward Nevins

Hampden ss

Subscribed and Sworn to before me this 13th Day of November A D 1873

Jason G Allen Justice of Peace

Recvd and recorded in Greenwich in Book No 5 page 13 this 27th Day of November A D 1873 at 6 Hours 45 M P M and Examined by David Allen Town Clerk

15 Lien of Edward Taylor vs Mass R Road

Know all men that I Edward Taylor of Enfield in the County of Hampshire and Commonwealth of Massachusetts hereby claim a right of action against the Massachusetts Central Rail Road Company a corporation duly Established by the Laws of the Commonwealth for the sum of One Hundred and Sixty Eight and 74/100 ($168.74/100) Dollars for labor performed by me in the Construction of said Companys Rail Road in the Towns of Enfield & Greenwich both in said County of Hampshire according to Statement herein after written, Said labor was performed by me under an agreement with and under the Direction and Employment of A G Osgood of Greenwich in the County of Hampshire a sub Contractor building a part of said Companys Rail Road and rightfully acting in behalf of said Rail Road Corporation I ceased work on the third day of November A D 1873 I make this Statement for the purpose of preserving my rights under Chapter 353 of the Statutes of 1873

Statement

For labor performed in August Sept Oct 67½ Days
@ $2.50 $168.74.

Total $168.74

Edward Taylor

Hampshire ss

Subscribed and Sworn to before me
this 28th day of November A D 1873

James G Allen Justice of the peace

Received and recorded in Greenwich in Book No 2
Page 15 this first Day of December A D 1873 at 9 o'Clock
A M

David Allen
Town Clerk

Lien Frederick Murber (via) Mass Central Rail Road

16

Know all men that I Frederick Murber of Greenwich in the County of Hampshire and Commonwealth of Massachusetts hereby Claim a right of action against the Massachusetts Central Rail Road Company a corporation duly Established by laws of said Commonwealth for the sum of One Hundred and Twelve & 50/100 ($112.50) Dollars in labor performed in the Construction of Rail Road in said town of Greenwich according to the Statements hereinafter written, said labor was performed under agreement with and under the direction and employment of Thomas Gibson of said Greenwich a Sub Contractor

I Leased work in said Road on the 3rd day of November A D 1873 I make this Claim for the purpose of preserving my rights under Chapter 353 of the Statutes of the year 1873

Statement

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| For | 21½ | Days | labor | in | the | Month | of | August | 1873 @ $2.25 per day $49.12½ |
| " | 18¼ | " | " | " | " | " | " | September | " " 41.06¼ |
| " | 10 | " | " | " | " | " | " | October | " " 22.50 |
| " | ½ | " | " | " | " | " | " | November | " " 1.12½ |

November 11th 1873 Total $112.50

Frederick Murber

Hampshire SS

Subscribed and Sworn to this 11th day of November A D 1873 before me James G. Allen Justice of the Peace

Recd and recorded in Greenwich in Book [illegible] Page 16 this first day of December A D 1873 at Nine P M

David Allen

Town Clerk

17 Lien of John Ready Vs Mass Central R Road

Know All Men by these Presents that I John Ready of Greenwich in the County of Hampshire and Commonwealth of Massachusetts hereby claim a right of action against the Massachusetts Central Rail Road Company a Corporation duly Established by the Laws of said Commonwealth for the sum of One Hundred Sixty three 12/100 ($163 12/100) Dollars for labor performed as a Stone Mason in the Construction of said ~~Road~~ Company's Rail Road in the Towns of Greenwich & Enfield in said County of Hampshire and in Hardwick in the County of Worcester according to the Statements hereinafter written

Said labor was performed in the Employment and under the direction of C C Osgood who was rightfully acting for and in behalf of said Corporation Ceased work on said road in the third day of November, Current, and I make this declaration for the purpose of preserving my rights under Chapter 353 of the Statutes of the year 1873

Statement

For 65½ Days work on Mass Central R Road in the months of August Sept Oct and Nov 1873 at $2.50 per day $163.12

John Ready

Hampshire SS Nov 18th 1873

Subscribed and sworn to before me

Jason C Allen Justice of the Peace

Received and recorded in Greenwich this First Day of December A D 1873 at Nine O'clock A M

Examined by David Allen Town Clerk

Lien of Edward Phelan (one) Mass Central R Road 1

Know all men by these presents That I Edward Phelan of Greenwich in the County of Hampshire and Commonwealth of Massachusetts hereby claim a right of action against the Massachusetts Central Rail Road Company a corporation duly Established by the laws of said Commonwealth for the sum of One Hundred & twenty four $\frac{31}{100}$ ($124.31) for labor performed as a Stone Mason in the construction of said Company's Rail Road in the Towns of Greenwich and Enfield in the County of Hampshire and in Hardwick in the County of Worcester according to the Statement hereinafter written. Said labor was performed in the employment and under the direction of A G Osgood of said Greenwich a Subcontractor who was rightfully for and in behalf of said Rail Road Corporation. I caused work on said road on the third day of November current. And I make this declaration for the purpose of preserving my rights under Chapter 353 of the Statutes of the year A.D. 1873.

Statement

| | | | |
|---|---|---|---|
| For 6 days labor performed in August 1873 @ $2.25 p. day | | | $13.50 |
| " 24 1/4 " " " " | Sept " | " " " | 54.56 |
| " 25 " " " " | Oct & Nov " | " " " | 56.25 |
| | Total | | 124.31 |

Edward Phelan

Hampshire ss Nov 18th 1873

Subscribed & Sworn to before me

James G. Allen Justice of the Peace

Received and recorded in Greenwich this first day of November A.D. 1873 at Nine Oclock A.M.

Examined by David Allen Town Clerk

19 Lien of James McCoy (2nd) Mass Central R Road

Know all Men by these presents that I James McCoy of Greenwich in the County of Hampshire and Commonwealth of Massachusetts hereby Claim a right of action against the Massachusetts Central railroad Company a Corporation established by the laws of said Commonwealth for the sum of Eighty two Dollars and 25 cents ($82.25) according to the Statement hereinafter written for labor performed by me as a laborer in the Construction of said Company rail road in the Towns of Greenwich an Enfield in the County of Hampshire and in Hardwick in the County of Worcester, said labor was performed in the Employment and under direction of A G Osgood of said Greenwich a Sub Contractor rightfully acting for and in behalf of said Corporation, Ceased work on said Rail Road in the 3d day of November Current and I make this declaration for the purpose of preserving my right under Chapter 353 of the Statutes of the year 1873

Statement

| | | | |
|---|---|---|---|
| For 15 days work performed in Sept 1873 | at $2.25 per day | | 33.75 |
| " 20½ " " " " | Oct " " " | | 46.25 |
| " 1 " " " " | Nov " " | Total | $2.25 |
| | | | $82.25 |

James McCoy

Hampshire ss Nov 1875

Subscribed and Sworn to before me

James G Allen Justice of the peace

Received and recorded in Greenwich this First day of Dec A D 1873 at 9 Clock A M

David Allen

Town Clerk

21

## Division of Line Fence by Fence Viewers

Between George T Gibbs and Heirs of Mrs Phoebe Rindge

We the undersigned, Fence Viewers of the Town of Greenwich, having been requested (by the Administrator of the Estate of Mrs Phoebe Rindge, late of Greenwich dec'd), to make a division of the Fence on line between said estate and land of Geo. T. Gibbs. and assign to each party, the part thereof to be maintained by each of said parties, Having in conformity to the aforesaid request (after due notice to each of the parties) viewed the premises, do hereby assign to the Heirs of the aforesaid Phoebe Rindge, beginning on the Road leading from Greenwich to Enfield just the Residence of the above said parties, and running westerly on the Line Fence Fifty Three Rods to a stake & Stone near the aforesaid fence and on land of aforesaid Heir and to be maintained by said Heirs — Thence beginning at this Stake & Stones and running westerly Forty eight Rods, Thence South Four Rods, Thence west Four Rods to a Stake & Stone near said Fence, — on land of aforesaid Heirs. which part is assigned to said Geo T Gibbs and to be maintained by said Gibbs — also beginning At last-mentioned Stake & Stones and running westerly on said Fence Eight Rods to Line of Austin Hunter — which Eight Rods last mentioned is assigned to, and shall be maintained by the aforesaid Heirs of Phoebe Rindge

Given under our hands this fifteenth day of May A D 1888

Horace Clark (Fence Viewers of
Charles Record) Greenwich

FOLLOWED BY

approx. 80

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